

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM531520

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/15/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Universal Percussion, Inc.		05/30/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Cardinal Percussion, Inc.		
Street Address:	1124 Churchill-Hubbard Rd.		
City:	Youngstown		
State/Country:	OHIO		
Postal Code:	44505		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2670235	WUHAN	
Registration Number:	2609827	WUHAN	
Registration Number:	2113675	WUHAN	
Registration Number:	2670498		
Registration Number:	2588747	LINEAR	
Registration Number:	2488931	TONE RIDGE	
Registration Number:	5132591	457	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(206) 359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Patchen M. Haggerty, Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	113270-4000		
NAME OF SUBMITTER:	Patchen M. Haggerty		

OP \$190.00 2670235

SIGNATURE:	/Patchen M. Haggerty/
DATE SIGNED:	07/11/2019
Total Attachments: 3 source=transfer agmt#page1.tif source=transfer agmt#page2.tif source=transfer agmt#page3.tif	

ASSIGNMENT OF TRADEMARKS

This Trademark Assignment Agreement (the "Agreement") is made by and between Universal Percussion, Inc., an Ohio corporation with a principal place of business at 1431 Heck Road, Columbiana, Ohio 44408 (the "Assignor"), and Cardinal Percussion, Inc., an Ohio corporation with a principal place of business at 1124 Churchill-Hubbard Rd., Youngstown, Ohio 44505 (the "Assignee").

WHEREAS, Assignor is the sole and exclusive owner of all rights, title and interest in and to the common law unregistered trademarks and U.S. federal trademark registrations set forth on Exhibit A (the "Marks");

WHEREAS, Assignee, as the successor of the entire portion of the business to which the Marks pertain in the United States, is desirous of acquiring all of Assignor's rights, title and interest in and to the Marks in the United States, including without limitation the goodwill represented thereby, on the terms and conditions contained in this Agreement; and

WHEREAS, Assignee intends to continue the business of Assignor relating to the Marks in the United States.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Marks. Assignor hereby sells, assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the Marks in the United States, and any registrations therefor, together with that part of the goodwill of the business associated with the use of and symbolized by the Marks in the United States, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made, *Nunc Pro Tunc* effective as of October 15, 2018 (the "Assignment Effective Date"). The Marks are being assigned as part of a transfer of the entire business or portion thereof to which the Marks pertain as required by § 10 of the Lanham Act. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all applications and registrations for the Marks to Assignee as the assignee of the entire right, title and interest therein or otherwise as Assignee may direct effective as of the Assignment Effective Date, in accordance with this instrument of assignment.

2. Assignment of Cause of Action. Assignor further sells, assigns, transfers, and conveys to Assignee the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks.

3. Cooperation. Assignor hereby covenants and agrees to cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights, title, and interest herein conveyed. Such cooperation shall include prompt execution of all papers which are deemed necessary or desirable by Assignee to perfect in it the rights, title, and interest herein conveyed.

4. Survival. The terms, covenants, and provisions of this Agreement shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon Assignor, its successors, assigns, and/or other legal representatives.

5. Choice of Law. The laws of the state of Ohio, United States of America, shall govern the enforceability, construction, interpretation, and validity of this Agreement, without regard to the principle of conflicts of law. Any action or any dispute arising out of this Agreement shall be tried exclusively in the federal or state courts in Columbiana County, Ohio, and the parties consent to the jurisdiction and venue of such courts.

6. Counterparts; Electronic Signature. This Agreement may be signed in counterparts, which together shall constitute one agreement. If this Agreement is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterpart of this Agreement. This Agreement may be executed by facsimile or by electronic signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date below and such Agreement is effective as of the Assignment Effective Date.

TRADEMARK
REEL: 006692 FRAME: 0465

UNIVERSAL PERCUSSION, INC. (Assignor)

By:

Name: Thomas Shelley

Title: President

CARDINAL PERCUSSION, INC. (Assignee)


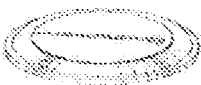
By:

Name: Mark Tirabassi

Title: President

EXHIBIT A

U.S. REGISTERED MARKS:

MARK	U.S. REG. NO.	CLASS/GOODS
WUHAN	2670235	Class 15: Percussion instruments, namely, cymbal trees, cymbal arms, cymbal stands and accessories, cymbal bags, cymbal straps, cymbal pads, gong holders, gong stands, gong adapters, bells and accessories, bell mounting bars, sticks and brushes, mallets, tambourines, triangles, and chimes
WUHAN	2609827	Class 15: Percussion instruments, namely, cymbals and gongs
	2113675	Class 15: Musical instruments, namely, gongs and cymbals
	2670498	Class 15: Percussion instruments
LINEAR	2588747	Class 15: Musical instruments, namely, percussion instruments in general and accessories, namely, musical instrument stands
TONE RIDGE	2488931	Class 15: Percussion instruments, and accessories therefore namely gong and cymbal holders

TRADEMARK

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457	5132591	Class 15: Cymbals; Gongs; Percussion instruments
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COMMON LAW MARKS:

ATTACK

ATTACK DRUMHEADS

WUHAN CYMBALS AND GONGS

LINEAR SMASH

WUHAN 457

THIN SKIN

手工製造
GENUINE
WUHAN
CYMBALS
AND GONGS

LEGAL142668630.1